6493

Interlocal Cooperation Agreement for

BIKELINK PROJECT

between
THE CITY OF LYNNWOOD,
THE CITY OF EDMONDS
and
THE CITY OF MOUNTLAKE TERRACE

THIS INTERLOCAL AGREEMENT ("AGREEMENT") is entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, between the City of Lynnwood ("LYNNWOOD"), a Washington municipal corporation, the City of Edmonds ("EDMONDS"), a Washington municipal corporation and the City of Mountlake Terrace ("MOUNTLAKE TERRACE"), a Washington municipal corporation (collectively "the PARTIES"), to provide for the design, construction and implementation of the BikeLink Project (the "PROJECT," as further defined below) and to define the PARTIES' respective rights, obligations, costs and liabilities regarding this undertaking.

RECITALS

WHEREAS, Chapter 39.34 RCW authorizes two or more political subdivisions or units of local government of the State of Washington to cooperate on a basis of mutual advantage to provide for services and facilities; and

WHEREAS, the PARTIES all seek to make access to health and wellness choices for community members easier by improving the built environment; and

WHEREAS, the PARTIES collectively have implemented approximately 23 miles of bicycle infrastructure over the past decade; however, many of these bicycle segments have been constructed piecemeal as part of larger capital improvements projects which has resulted in a non-continuous, segmented bicycle network; and

WHEREAS, the PARTIES seek to establish a regional bicycle network with the goal to increase bicycle ridership and reduce the number of traffic collision injuries or deaths; and

WHEREAS, the completion of a regional bicycle network that establishes several key north/south and east/west corridor routes and connects major destinations and transit locations will serve the PARTIES' transportation and recreation purposes; and

WHEREAS, in 2014, the PARTIES were jointly awarded $1.9 million in grant funds from the Verdant Health Commission ("VERDANT") to complete the PROJECT; and

WHEREAS, on November 24, 2014 LYNNWOOD, as lead agency for the PROJECT, entered into an Interlocal Agreement with VERDANT (the "VERDANT AGREEMENT") for the purpose of defining their respective rights, obligations, costs and liabilities regarding the PROJECT; and

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WHEREAS, pursuant to the VERDANT AGREEMENT, LYNNWOOD will receive a total of $1.9 million from VERDANT in three installments over a period of three years (the "VERDANT Grant Funds"); and

WHEREAS, the PARTIES desire to enter into this separate AGREEMENT for the purpose of defining their respective rights, obligations, costs and liabilities regarding this undertaking; and

WHEREAS, the PARTIES have selected a qualified design consultant through a competitive process for implementation of the design portions of the PROJECT; and

WHEREAS, the City Councils of the City of Lynnwood, City of Edmonds and the City of Mountlake Terrace have taken appropriate action to approve their respective City's entry into this AGREEMENT;

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained herein, the PARTIES agree as follows:

TERMS

Section 1. Purpose. The purpose of this AGREEMENT is to establish a formal arrangement under which LYNNWOOD will administer and implement the grant award from VERDANT of the VERDANT Grant Funds, design and construct LYNNWOOD's components of the PROJECT, and distribute grant funds in accordance with the terms of this AGREEMENT to EDMONDS and MOUNTLAKE TERRACE for design and construction of their respective components of the PROJECT. The terms, conditions, and covenants of this AGREEMENT shall accordingly be interpreted to advance the PROJECT. This AGREEMENT further seeks to allocate and define the PARTIES' respective rights, obligations, costs and liabilities concerning the establishment, operation and maintenance of this undertaking.

Section 2. Definitions. For the purpose of this AGREEMENT, the following word(s) shall have the following meaning(s):

The "PROJECT" means the design, construction and implementation of the component items identified in **Exhibits A** and **B**, attached hereto, including: 1) complete 10 critical missing links (approximately 29,900 linear feet) of the community's bicycle network; 2) install bicycle warning and guide signs; 3) install bicycle parking at key destinations; 4) conduct public education and outreach about bicycle safety, benefits, maps and routes; and 5) conduct pre- and post-usage studies.

"LYNNWOOD'S IMPROVEMENTS" means the components of the PROJECT listed in Exhibit A, attached hereto, which are identified as an obligation of LYNNWOOD.

"EDMONDS' IMPROVEMENTS" means the components of the PROJECT listed in Exhibit A, attached hereto, which are identified as an obligation of EDMONDS.

"MOUNTLAKE TERRACE'S IMPROVEMENTS" means the components of the PROJECT listed in Exhibit A, attached hereto, which are identified as an obligation of MOUNTLAKE TERRACE.

Section 3. Term. This AGREEMENT shall be effective upon execution by all of the PARTIES hereto. Unless terminated in accordance with Section 4, this AGREEMENT shall remain effective until the sooner of the following events, when it shall expire automatically:

A. When all of the following occur:
(1) LYNNWOOD has made its final reimbursement payment to EDMONDS and MOUNTLAKE TERRACE
(2) LYNNWOOD has made its final payment for LYNNWOOD'S IMPROVEMENTS, out of the VERDANT Grant Funds
(3) LYNNWOOD has returned any remaining VERDANT Grant Funds to VERDANT
B. The effective date of the termination, if any, of the VERDANT AGREEMENT for any reason, or
C. December 31, 2019.

The PARTIES may renew and/or extend the term of this AGREEMENT by a written amendment signed by all of the PARTIES in accordance with Section 18 of this AGREEMENT.

Section 4. Termination. Any PARTY may terminate this AGREEMENT with or without cause by providing the other PARTIES with 30 days written notice of its intent to terminate. Termination or expiration shall not alter the PARTIES' respective obligations under Section 13 of this AGREEMENT, or to reimburse any Party for work performed on that Party's Improvements prior to the effective date of termination or expiration.

Section 5. Miscellaneous Obligations. The PARTIES agree to:

A. Develop and complete the PROJECT components identified in Exhibits A and B, attached hereto. The PROJECT components listed and depicted in Exhibits A and B are to serve as the guideline for final engineering and design of the PROJECT. PROJECT components shall be separately delegated for implementation to the various PARTIES as identified in detail in sections 6, 7, and 8 of this AGREEMENT. Each PARTY shall complete that PARTY's separate obligations within the VERDANT Grant Funds amount allocated to that PARTY as identified in Exhibit A and in Sections 6.B, 7.A and 8.A. If at any time a PARTY believes that it cannot complete its separate obligations within the allocated funding, the PARTY shall execute either of the following options:

(1) Pay for the additional cost with the PARTY's own funds, and/or

(2) Submit a request to revise the PROJECT scope as outlined in subsection 5.B of this AGREEMENT.

B. Use VERDANT Grant Funds only on items identified in Exhibits A and B, unless the Party receives written prior authorization by VERDANT. If at any time EDMONDS or MOUNTLAKE TERRACE wishes to revise the scope of the PROJECT, EDMONDS or MOUNTLAKE TERRACE shall notify LYNNWOOD of the requested revision. Then LYNNWOOD shall submit a scope revision request to VERDANT for VERDANT'S consideration and approval. If LYNNWOOD wishes to revise the scope of the PROJECT, then LYNNWOOD shall submit a scope revision request to VERDANT for VERDANT'S consideration and approval.

The PARTIES recognize that pursuant to Paragraph 4.1 of the VERDANT AGREEMENT, VERDANT, at VERDANT's option, may object to any scope revision request if the revision will be materially inconsistent with the PROJECT identified in Exhibits A and B and such inconsistency will substantially interfere with the intended use of the PROJECT for implementing a comprehensive bicycle network. If VERDANT objects to a request for a scope revision, pursuant to Paragraph 4.1 of the VERDANT AGREEMENT, LYNNWOOD shall attempt to resolve VERDANT'S objection within 30 days of VERDANT providing notice to LYNNWOOD of its objection. EDMONDS and MOUNTLAKE TERRACE shall cooperate with and provide reasonable assistance to LYNNWOOD in LYNNWOOD's attempt to resolve VERDANT's objection. If LYNNWOOD is unable to resolve VERDANT'S objection within thirty (30) days after receiving such notice, and if the PARTY requesting the scope revision does not elect to proceed with the original scope of the PROJECT, including payment for PROJECT costs in excess of the VERDANT Grant Funds allocated to that PARTY, the PARTY'S recognize that VERDANT may execute its option to terminate its funding obligations as outlined in the VERDANT AGREEMENT.

C. After the PROJECT is complete, and if any VERDANT Grant Funds held by EDMONDS and/or MOUNTLAKE TERRACE have not been expended on PROJECT costs, EDMONDS and/or MOUNTLAKE TERRACE shall return the unexpended VERDANT Grant Funds to LYNNWOOD, who shall return said unexpended Grant Funds, together with any and all unexpended VERDANT Grant Funds held by LYNNWOOD, to VERDANT.

D. Credit VERDANT in any and all publicity vehicles about the PROJECT, including but not limited to press releases, websites, brochures and fliers. The Verdant Health Commission name and/or logo shall also be featured on wayfinding signs and other bicycling facilities in a manner that is

mutually agreeable to VERDANT and the PARTIES and complies with local, state, and federal transportation rules and guidelines.

E. In the event that the PARTIES utilize an architect or engineer by independent contract or a public works contract to fulfill obligations under this AGREEMENT, the PARTIES shall use their best efforts to obtain whatever warranties are reasonably available and to secure contractual indemnities to protect the PARTIES and VERDANT from liability arising out of the work performed under this AGREEMENT; provided, however, that the PARTIES shall incur no liability arising from this AGREEMENT if the PARTIES are unable to obtain such warranties and indemnities. The PARTIES shall also require such professional or contractor to provide adequate insurance to cover any and all liability incurred during the course of construction of the PROJECT or other implementation of this AGREEMENT.

Section 6. Obligations of LYNNWOOD. LYNNWOOD agrees to:

A. Act as lead agency for the PROJECT. The PARTIES agree that LYNNWOOD shall directly receive VERDANT Grant Funds as stated in the VERDANT AGREEMENT. LYNNWOOD shall retain the VERDANT Grant Funds in a PROJECT fund until the Grant Funds are distributed to EDMONDS or MOUNTLAKE TERRACE in accordance with Section 9 of this AGREEMENT and until LYNNWOOD expends the Grant Funds to fulfill its separate obligations under this AGREEMENT.

B. Design, construct and implement LYNNWOOD'S IMPROVEMENTS identified in Exhibit A, attached hereto. This includes but is not limited to securing all necessary consultants, contractors, and subcontractors deemed necessary by LYNNWOOD to complete LYNNWOOD'S IMPROVEMENTS. Pursuant to Section 9 of this AGREEMENT, expenditures related to LYNNWOOD'S IMPROVEMENTS shall be paid directly by LYNNWOOD using VERDANT Grant Funds. VERDANT funding for LYNNWOOD'S IMPROVEMENTS is limited to $1,088,513.00.

For work not executed with city forces, all construction contracts shall be procured through a formal competitive bidding process consistent with applicable State law and city code. LYNNWOOD shall be solely and exclusively responsible for ensuring the compliance of said bidding process with all applicable procedures required under state and local laws and regulations.

C. Develop and implement an outreach and education plan identified in Exhibit A under LYNNWOOD'S IMPROVEMENTS. Obtain

EDMONDS' and MOUNTLAKE TERRACE'S approval prior to proceeding with implementation of the plan; provided, that EDMONDS and MOUNTLAKE TERRACE shall not unreasonably withhold approval of LYNNWOOD'S outreach and education plan.

D. Develop and implement a bike parking installation plan as identified in Exhibit A under LYNNWOOD'S IMPROVEMENTS. Obtain EDMONDS and MOUNTLAKE TERRACE approval prior to proceeding with implementation of the plan; provided, that EDMONDS and MOUNTLAKE TERRACE shall not unreasonably withhold approval of LYNNWOOD'S outreach and education plan.

E. Conduct a before/after usage study as identified in Exhibit A under LYNNWOOD'S IMPROVEMENTS. Upon completion of the study, LYNNWOOD shall provide the results to EDMONDS and MOUNTLAKE TERRACE.

F. Review, provide comments on, and in LYNNWOOD'S discretion approve the engineering and design drawings prepared by EDMONDS for the 76th Avenue W (208th Street SW to Olympic View Drive) improvements identified in Exhibit A under EDMONDS' IMPROVEMENTS; provided, that LYNNWOOD shall not unreasonably withhold its approval of the engineering and design drawings.

G. Assume sole responsibility for applying for and obtaining any and all regulatory permits necessary to complete LYNNWOOD'S IMPROVEMENTS, including but not limited to SEPA and building permits if applicable.

H. Provide periodic VERDANT Grant Funds distributions to EDMONDS and MOUNTLAKE TERRACE to reimburse EDMONDS and MOUNTLAKE TERRACE for their costs in design and construction of the EDMONDS IMPROVEMENTS and the MOUNTLAKE TERRACE IMPROVEMENTS pursuant to Section 9 of this AGREEMENT.

I. Respond promptly to information requests submitted by EDMONDS, MOUNTLAKE TERRACE or their agents regarding the PROJECT.

Section 7. Obligations of EDMONDS. EDMONDS agrees to:

A. Design, construct and implement EDMONDS' IMPROVEMENTS identified in Exhibit A, attached hereto. This includes but is not limited to securing all necessary consultants, contractors, and subcontractors deemed necessary by EDMONDS to complete EDMONDS' IMPROVEMENTS. Pursuant to section 9 of this AGREEMENT, expenditures related to EDMONDS' IMPROVEMENTS shall be paid directly by EDMONDS.

EDMONDS shall then submit to LYNNWOOD written requests for reimbursement for the expenditures made by EDMONDS for the EDMONDS' IMPROVEMENTS. VERDANT funding for EDMONDS' IMPROVEMENTS is limited to $736,381.00.

For work not executed by city forces, all construction contracts shall be procured through a formal competitive bidding process consistent with applicable State law and city code. EDMONDS shall be solely and exclusively responsible for ensuring the compliance of said bidding process with all applicable procedures required under state and local laws and regulations.

B. Review and approve the outreach and education plan prepared by LYNNWOOD identified in Exhibit A under LYNNWOOD'S IMPROVEMENTS. Approval shall not be unreasonably withheld.

C. Review and approve the bike parking installations plan prepared by LYNNWOOD identified in Exhibit A under LYNNWOOD'S IMPROVEMENTS. Approval shall not be unreasonably withheld.

D. As they become available, submit to LYNNWOOD for comment and approval all engineering and design drawings (at 60% complete, 90% complete, 100% complete, and final bid ready) as determined appropriate by LYNNWOOD for the 76th Avenue W (208th Street SW to Olympic View Drive) improvements identified in Exhibit A. EDMONDS shall provide LYNNWOOD with 30 days to review and provide comments and/or approval on each submittal; provided, that if LYNNWOOD does not provide comments or approval with 30 days of receiving said engineering and design drawings, LYNNWOOD shall be deemed to have approved the engineering and design drawings. EDMONDS shall obtain LYNNWOOD's approval prior to proceeding with construction of the 76th Avenue W (208th Street SW to Olympic View Drive) improvements; provided, that LYNNWOOD shall not unreasonably withhold its approval.

E. Submit final engineering and design drawings for the other EDMONDS' IMPROVEMENTS to LYNNWOOD prior to proceeding with construction. Pursuant to the VERDANT AGREEMENT, LYNNWOOD shall submit the final drawings to VERDANT for approval to proceed with construction. If VERDANT objects or otherwise does not approve the final drawings, LYNNWOOD shall notify EDMONDS within 7 days of receipt of notice of VERDANT'S objection to the final engineering and design drawings.

F. Assume sole responsibility for applying for and obtaining any and all regulatory permits necessary to complete EDMONDS'

IMPROVEMENTS, including but not limited to SEPA and building permits if applicable.

G. Submit to LYNNWOOD written invoices for payment of EDMONDS' IMPROVEMENTS expenditures in accordance with Section 9.

H. Respond promptly to information requests submitted by LYNNWOOD, MOUNTLAKE TERRACE or their agents regarding the PROJECT.

Section 8. Obligations of MOUNTLAKE TERRACE. MOUNTLAKE TERRACE agrees to:

A. Design, construct and implement MOUNTLAKE TERRACE'S IMPROVEMENTS identified in Exhibit A, attached hereto. This includes but is not limited to securing all necessary consultants, contractors, and subcontractors deemed necessary by MOUNTLAKE TERRACE to complete MOUNTLAKE TERRACE'S IMPROVEMENTS. Pursuant to section 9 of this AGREEMENT, expenditures related to MOUNTLAKE TERRACE'S IMPROVEMENTS shall be paid directly by MOUNTLAKE TERRACE. MOUNTLAKE TERRACE shall then submit to LYNNWOOD written requests for reimbursement for the expenditures made by MOUNTLAKE TERRACE for MOUNTLAKE TERRACE'S IMPROVEMENTS. VERDANT funding for MOUNTLAKE TERRACE'S IMPROVEMENTS is limited to $70,783.00.

For work not executed by city forces, all construction contracts shall be procured through a formal competitive bidding process consistent with applicable State law and city code. MOUNTLAKE TERRACE shall be solely and exclusively responsible for ensuring the compliance of said bidding process with all applicable procedures required under state and local laws and regulations.

B. Review and approve the outreach and education plan prepared by LYNNWOOD identified in Exhibit A under LYNNWOOD'S IMPROVEMENTS. Approval shall not be unreasonably withheld.

C. Review and approve the bike parking installations plan prepared by LYNNWOOD identified in Exhibit A under LYNNWOOD'S IMPROVEMENTS. Approval shall not be unreasonably withheld.

D. Submit MOUNTLAKE TERRACE'S IMPROVEMENTS final engineering and design drawings to LYNNWOOD prior to proceeding with construction. Pursuant to the VERDANT AGREEMENT, LYNNWOOD shall submit the final drawings to VERDANT for approval to proceed with construction. If VERDANT objects or otherwise does not

approve the final drawings, LYNNWOOD shall notify MOUNTLAKE TERRACE within 7 days of receipt of notice of VERDANT'S objection to the final engineering and design drawings.

E. Assume sole responsibility for applying for and obtaining any and all regulatory permits necessary to complete MOUNTLAKE TERRACE'S IMPROVEMENTS, including but not limited to SEPA and building permits if applicable.

F. Submit to LYNNWOOD written invoices for payment of MOUNTLAKE TERRACE'S IMPROVEMENTS expenditures in accordance with Section 9.

G. Respond promptly to information requests submitted by LYNNWOOD, EDMONDS or their agents regarding the PROJECT.

Section 9. Payment Schedule. The PARTIES agree to the following billing and payment schedule:

A. For expenditures incurred by EDMONDS or MOUNTLAKE TERRACE for the design, construction and implementation of the EDMONDS' IMPROVEMENTS or MOUNTLAKE TERRACE'S IMPROVEMENTS, EDMONDS and/or MOUNTLAKE TERRACE shall, within 60 days of the date EDMONDS and/or MOUNTLAKE TERRACE are billed or invoiced for any undisputed charge by its consultants, contractors and subcontractors, submit a reimbursement request to LYNNWOOD for said expenditures. EDMONDS or MOUNTLAKE TERRACE shall (1) include copies of invoices clearly indicating how expenditures relate to the EDMONDS' IMPROVEMENTS or MOUNTLAKE TERRACE'S IMPROVEMENTS, and (2) provide LYNNWOOD a brief written progress report with each reimbursement request, describing in reasonable detail all work performed on EDMONDS' IMPROVEMENTS and/or MOUNTLAKE TERRACE'S IMPROVEMENTS during the period covered by the reimbursement request.

B. Within 60 days of receiving any undisputed reimbursement request pursuant to subsection 9.A, LYNNWOOD shall tender payment to EDMONDS and/or MOUNTLAKE TERRACE in the form of a check, money order or other certified funds for the reimbursement request; PROVIDED THAT:

(1) The total payment by LYNNWOOD for reimbursement requests submitted by EDMONDS and/or MOUNTLAKE TERRACE shall not exceed the amounts identified in subsections 7.A and 8.A respectively; and

(2) If EDMONDS or MOUNTLAKE TERRACE fail to submit an expense invoice in a timely manner, the time for EDMONDS' or MOUNTLAKE TERRACE'S reimbursement shall be extended as is reasonably necessary to comply with budget and state auditor guidelines as may be applicable.

C. Consistent with Section 6 of this AGREEMENT and with the VERDANT AGREEMENT, LYNNWOOD shall pay all costs and expenses incurred by LYNNWOOD for the design, construction and implementation of LYNNWOOD'S IMPROVEMENTS directly from the VERDANT Grant Funds; provided, that the total payments from the VERDANT Grant Funds shall not exceed the amount identified in subsection 6.B.

D. In the event that the PARTIES disagree regarding any expenses incurred by the PARTIES regarding the PROJECT, the PARTIES may agree to submit the question for resolution by a mediator or arbitrator acceptable to the disagreeing PARTIES.

Section 10. Construction Project Acceptance. Upon satisfactory completion of EDMONDS' IMPROVEMENTS, EDMONDS shall notify LYNNWOOD in writing of such. Upon satisfactory completion of MOUNTLAKE TERRACE'S IMPROVEMENTS, MOUNTLAKE TERRACE shall notify LYNNWOOD in writing of such. Upon satisfactory completion of LYNNWOOD'S IMPROVEMENTS by LYNNWOOD and after LYNNWOOD has received completion notices from EDMONDS and MOUNTLAKE TERRACE, LYNNWOOD shall notify VERDANT of PROJECT completion.

Section 11. Ownership and Disposition of Property. Upon completion of the PROJECT, PROJECT IMPROVEMENTS constructed pursuant to this AGREEMENT shall become and remain the exclusive property of the jurisdiction in which those IMPROVEMENTS are located.

Section 12. Administration; No Separate Entity Created. Pursuant to RCW 39.34.030, the PARTIES hereby appoint a Contract Administrator who will be responsible for administering this AGREEMENT, and at the direction of the PARTIES, this Contract Administrator shall take such action as is necessary to ensure that this AGREEMENT is implemented in accordance with its terms. The PARTIES hereby designate the LYNNWOOD Public Works Director, or the Director's designee, as the Contract Administrator for this AGREEMENT. No separate legal entity is formed by this AGREEMENT.

Section 13. Release, Indemnify, Defend, and Hold Harmless Agreement. Each PARTY to this AGREEMENT shall be responsible for its own negligent and/or wrongful acts or omissions, and those of its own officials, agents, employees, representatives or subcontractors, to the fullest extent required by laws of the State of Washington. Each PARTY agrees to protect, indemnify and hold the other PARTIES harmless from and against any and all such liability for injury or damage to the PARTIES or the other

PARTIES' property, and also from and against all claims, demands, and causes of action of every kind and character arising directly or indirectly, or in any way incident to, in connection with, or arising out of the performance of this AGREEMENT, caused by its own negligence or wrongful acts or omissions or that of its officials, agents, employees, representatives or subcontractors; provided, that the indemnifying PARTY'S obligation to indemnify, defend and hold harmless the other PARTIES for claims caused by or resulting from the concurrent negligence or wrongful acts or omissions of the PARTIES shall apply only to the extent of the negligence or wrongful acts or omissions of the indemnifying PARTY.

Each PARTY specifically promises to indemnify the other PARTIES against claims or suits brought under Title 51 RCW by its own employees, contractors, or subcontractors, and waives any immunity that each PARTY may have under that title with respect to, but only to, the limited extent necessary to indemnify the PARTIES. This waiver has been mutually negotiated by the PARTIES. Each PARTY shall also indemnify and hold the other PARTIES harmless from any wage, overtime or benefit claim of any of the first PARTY'S employees, agents, representatives, contractors or subcontractors performing services under this AGREEMENT. Each PARTY further agrees to fully indemnify the other PARTIES from and against any and all costs of defending any such claim or demand to the end that the other PARTIES are held harmless therefrom.

Section 14. Governing Law and Venue. This AGREEMENT shall be governed by the laws of the State of Washington. Any action arising out of this AGREEMENT shall be brought in Snohomish County Superior Court.

Section 15. No Employment Relationship Created. The PARTIES agree that nothing in this AGREEMENT shall be construed to create an employment relationship between the PARTIES and any employee, agent, representative or contractor of the PARTIES.

Section 16. Notices. Notices to LYNNWOOD shall be sent to the following address:

City of Lynnwood
Deputy Public Works Director / City Engineer
19100 44th Avenue W., P.O. Box 5008
Lynnwood, WA 98046-5008

Notices to EDMONDS shall be sent to the following address:

City of Edmonds
City Engineer
121 Fifth Avenue N.
Edmonds, WA 98020

Notices to MOUNTLAKE TERRACE shall be sent to the following address:

City of Mountlake Terrace
Public Works Director
6100 219th Street SW, Suite 200
Mountlake Terrace, WA 98043-2222

Section 17. Duty to File Agreement With County Auditor. LYNNWOOD shall, after this AGREEMENT is executed by all PARTIES, file this AGREEMENT with the Snohomish County Auditor.

Section 18. Integration. This document constitutes the entire embodiment of the Agreement between the PARTIES, and, unless modified in writing by an amendment to this AGREEMENT signed by the PARTIES hereto, shall be implemented as described above.

Section 19. Non-Waiver. Waiver by any PARTY of any of the provisions contained within this AGREEMENT, including but not limited to any performance deadline, shall not be construed as a waiver of any other provisions.

CITY OF LYNNWOOD

By: _____
Nicola Smith, Mayor

Date: 5-20-2015

ATTEST:

_____
Art Ceniza, Assistant City Administrator

APPROVED AS TO FORM:

_____
Rosemary Larson, City Attorney

CITY OF EDMONDS

By: _____
Dave Earling, Mayor

Date: 4-9-2015

ATTEST:

Scott Passey, City Clerk

APPROVED AS TO FORM:

Sharon Cates, Office of the City Attorney

CITY OF MOUNTLAKE TERRACE

By: _____
Arlene Fisher, City Manager

Date: 5/4/15

ATTEST:

Virginia V. Olsen, City Clerk

APPROVED AS TO FORM:

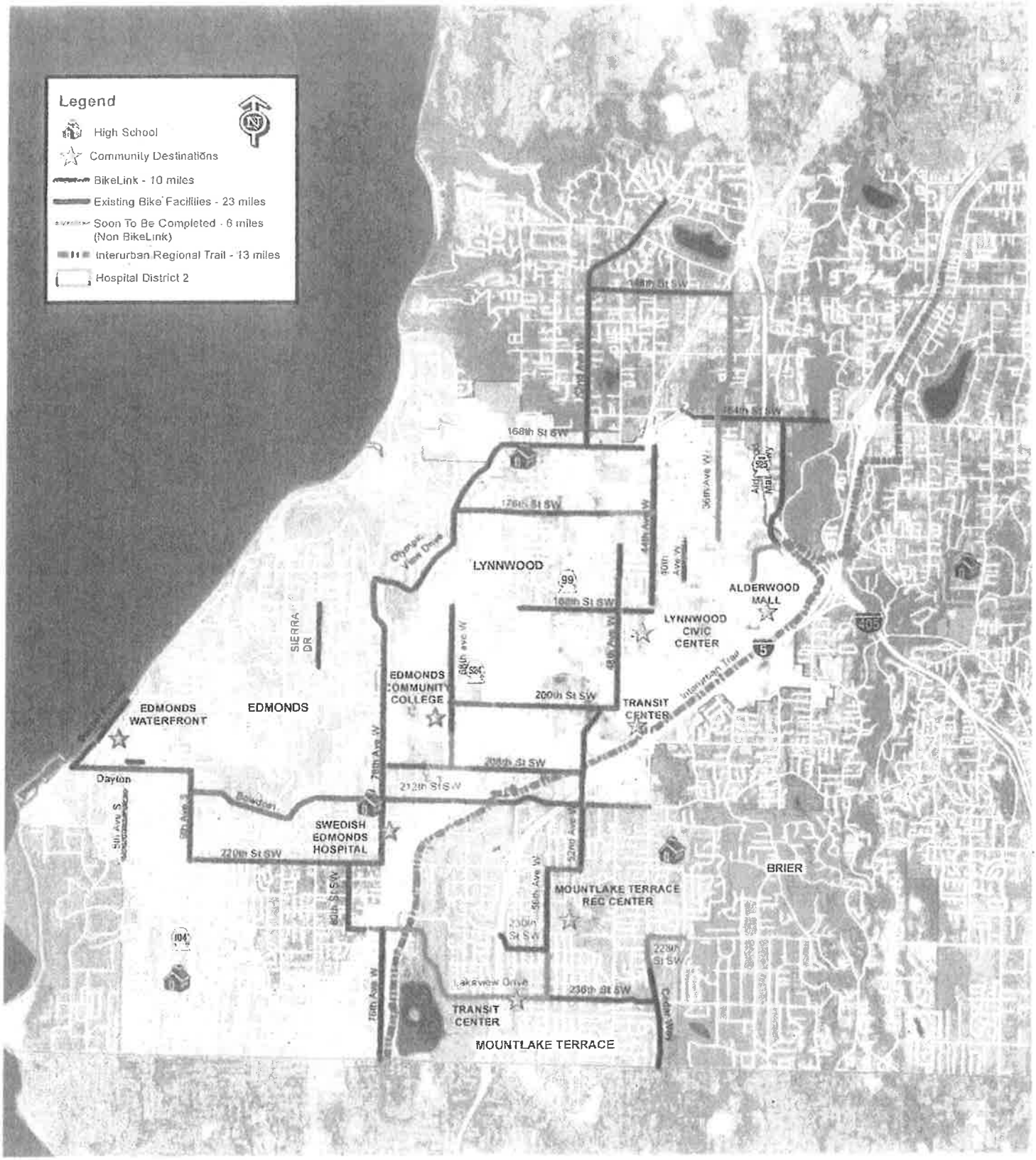
Gregory G. Schrag, City Attorney

EXHIBIT A - BikeLink

Lynnwood's Improvements				
Item	**Agency**	**Design**	**Const.**	**Total**
52nd Ave W - 212th to 208th (Bike Lanes)	Lynnwood	$40,151	$53,507	$93,658
200th St SW - 68th to SR99 (Bike Lanes)	Lynnwood	$26,383	$65,834	$92,217
200th St SW - 50th to 48th (Bike Lanes/widening/sidewalk)	Lynnwood	$50,841	$192,655	$243,496
48th Ave W - 200th to 196th (Bike Lanes/widening)	Lynnwood	$30,510	$107,102	$137,612
48th Ave W - 196th to 194th (Bike Lanes)	Lynnwood	$24,614	$48,137	$72,751
48th Ave W - 194th to 183rd (Bike Lanes/Sharrows)	Lynnwood	$25,412	$56,123	$81,535
212th St SW - Hwy99 to 63rd (Bike Lanes)	Lynnwood	$15,095	$42,964	$58,059
Improved Bicycle Signing (existing routes, 168th, OVD, 176th, 44th, 188th, 68th, 200th, 208th, 212th, 52nd, cedar valley)	Lynnwood	$20,100	$77,000	$97,100
Improved Bicycle Signing (Interurban Trail and proximity)	Lynnwood	$23,346	$88,739	$112,085
Bike Parking installations	Multi	-	$20,000	$20,000
Before/After Usage Study	Multi	$30,000	-	$30,000
Outreach & Education	Multi	$50,000	-	$50,000
	Total	**$336,452**	**$752,061**	**$1,088,513**

Edmonds' Improvements				
Item	**Agency**	**Design**	**Const.**	**Total**
212th St SW - 84th to Hwy99 (Bike Lanes/Sharrows)	Edmonds	$49,385	$140,556	$189,941
76th Ave W - 208th to OVD (Bike Lanes)	Multi	$59,436	$196,355	$255,791
76th Ave W - 220th to 208th (Bike Lanes)	Edmonds	$31,133	$102,853	$133,986
220th St SW - 84th to 76th (Bike Lanes)	Edmonds	$20,195	$66,715	$86,910
Dayton/9th/Bowdoin (Bike Route Signing)	Edmonds	$3,000	$7,000	$10,000
9th/80th (Bike Route Signing)	Edmonds	$1,500	$3,500	$5,000
Improved Bicycle Signing (existing routes, 220th, 76th)	Edmonds	$4,500	$17,000	$21,500
Improved Bicycle Signing (Interurban Trail and proximity)	Edmonds	$6,926	$26,327	$33,253
	Total	**$176,075**	**$560,306**	**$736,381**

Mountlake Terrace's Improvements				
Item	**Agency**	**Design**	**Const.**	**Total**
220th/56th (Bike Route Signing)	MLT	$2,000	$5,000	$7,000
Improved Bicycle Signing (existing routes, 236th, Cedar way, 228th, 52nd)	MLT	$4,400	$16,900	$21,300
Improved Bicycle Signing (Interurban Trail and proximity)	MLT	$8,848	$33,634	$42,483
	Total	**$15,248**	**$55,534**	**$70,783**

Grand Total	**$527,775**	**$1,367,901**	**$1,895,676**
Rounded	**$530,000**	**$1,370,000**	**$1,900,000**

BikeLink Exhibit B